BEFORE THE DEPARTMENT OF TRANSPORTATION OFFICE OF THE SECRETARY WASHINGTON, DC

Application of	
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AIR ATLANTA EUROPE LIMITED

for a Foreign Air Carrier Permit pursuant to 49 U.S.C. § 41301 and for exemption authority pursuant to 49 U.S.C. § 40109 (U.S.-EU Scheduled and Charter Air Transportation)

Docket	DOT	-097	r_2021	l_	
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APPLICATION OF AIR ATLANTA EUROPE LIMITED FOR A FOREIGN AIR CARRIER PERMIT AND FOR EXEMPTION AUTHORITY

Communications with respect to this document should be addressed to:

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E-mail: matwood@cozen.com ksobotta@cozen.com

Counsel for AIR ATLANTA EUROPE LIMITED

October 6, 2021

NOTE: Any person may support or oppose this Application by filing an answer and serving a copy of the answer on undersigned counsel and all persons listed on the attached service list. Answers to the exemption application are due on or before October 21, 2021, and answers to the permit application are due on or before October 27, 2021.

BEFORE THE DEPARTMENT OF TRANSPORTATION OFFICE OF THE SECRETARY WASHINGTON, DC

Application of		

AIR ATLANTA EUROPE LIMITED

for a Foreign Air Carrier Permit pursuant to 49 U.S.C. § 41301 and for exemption authority pursuant to 49 U.S.C. § 40109 (U.S.-EU Scheduled and Charter Air Transportation)

Docket	DOT-OST-2021-	

APPLICATION OF AIR ATLANTA EUROPE LIMITED FOR A FOREIGN AIR CARRIER PERMIT AND FOR EXEMPTION AUTHORITY

Pursuant to 49 U.S.C. §§ 40109 and 41301, Part 211 of the Department's Economic Regulations (14 C.F.R. Part 211), Subparts B and C of the Department's Rules of Practice in Proceedings (14 C.F.R. §§ 302.201 and 302.301, *et. seq.*), and the provisions of the U.S.–EU Reciprocal Recognition Procedures, Air Atlanta Europe Limited ("AAE"), an air carrier of the Republic of Malta, hereby applies for a Foreign Air Carrier Permit to transport persons, property and mail between any point or points in the European Union and the United States, and property and mail between any point or points in third countries and the United States, pursuant to the Air Transport Agreement between the United States and the European Union and its Member States.¹ AAE also requests, pursuant to 49 U.S.C. § 40109, that the Department grant it an exemption from 49 U.S.C. § 41301 to the extent necessary to enable it to provide the services

¹ Air Transport Agreement between the United States of America and the European Community and its Member States, signed April 25 and 30, 2007, as amended by the Protocol dated June 24, 2010 (collectively "the U.S.-EU Agreement, as amended").

covered by this application while AAE's Application for a Foreign Air Carrier Permit is pending.

AAE requests, pursuant to the Notice and procedures set forth in Docket DOT-OST-2005-22228, that the Department process this application under its streamlined regulatory procedures and issue a single order: (1) granting the requested exemption authority for a two-year period or until the requested permit authority becomes effective, whichever occurs first, and (2) granting the corresponding Foreign Air Carrier Permit request under the "show cause" procedures described in the Notice dated August 23, 2005.

In support of this application and in compliance with the Department's requirements under 14 C.F.R. § 211.20 concerning an application for an initial Foreign Air Carrier Permit and the U.S.-EU Reciprocal Recognition Procedures, AAE states as follows:

- AAE is a single-member private limited liability company organized and operating under the laws of Malta; its address is: Vision Exchange Building, Territorials Street, Zone 1, Central Business District, CBD1070, B'Kara, Malta.
- 2. As an air carrier of Malta, AAE requests that the Department grant it a Foreign Air Carrier Permit to authorize foreign air transportation of persons, property and mail consistent with the full scope of the U.S.-EU Agreement, as amended. Under that Agreement, EU Member State air carriers have the right to engage in:
 - Foreign scheduled and charter air transportation of persons, property and mail from any point or points behind any Member State of the European Union, via any point or points in any Member State and via intermediate points, to any point or points in the United States and beyond;

- Foreign scheduled and charter air transportation of persons, property and mail between any point or points in the United States and any point or points in any member of the European Common Aviation Area;
- Foreign scheduled and charter air transportation of cargo between any point or points in the United States and any point or points outside the United States;
- Other charters pursuant to the prior approval requirements set forth in 14 C.F.R. Part 212 of the Department's Economic Regulations; and
- Transportation authorized by any additional route rights made available to European Union carriers under the U.S.-EU Air Transport Agreement in the future.
- 3. Copies of AAE's Operating License and Air Operator Certificate ("AOC") from the Civil Aviation Directorate of Malta are attached as Exhibit A. The certificates authorize the carrier to operate international and domestic air transportation services, including the international scheduled and charter air cargo transportation services proposed in this application. The Operating License and AOC were both issued September 30, 2021, for an indefinite period.
- 4. AAE is subject to the jurisdiction of the Civil Aviation Directorate of Malta, which is located at:

Malta Transport Centre, Triq Pantar Ħal Lija, LJA 2021 Malta

Telephone: +356 25555412

5. AAE's insurance coverage meets the liability limits of 14 C.F.R. Part 205. A copy of the carrier's Foreign Air Carrier Certificate of Insurance (OST Form 6411) is attached as Exhibit B, and is being filed with the Federal Aviation Administration concurrently with this application.

- 6. AAE is filing its executed waiver of liability limits under the Warsaw Convention (OST Form 4523, attached as Exhibit C) in Docket DOT-OST-1995-236 concurrently with this application, as well as its family assistance plan in Docket DOT-OST-1998-3304 and with the National Transportation Safety Board.
- 7. In the interim, while its Application for a Foreign Air Carrier Permit is pending, AAE requests that it be granted an exemption from 49 U.S.C. § 41301 to the extent necessary to allow it to provide the services described above for a two-year period or until the requested permit authority becomes effective, whichever occurs first.
- 8. Issuance of this authority will not constitute a major regulatory action under the Energy Policy and Conservation Act of 1975, as defined in Part 313 of the Department's regulations.
- 9. Approval of the requested authority is in the public interest. The authority sought herein is encompassed by the Air Transport Agreement between the United States and the European Union and its Member States and will allow AAE to expand its global services offered to consumers.

WHEREFORE, Air Atlanta Europe Limited respectfully requests that the

Department grant its request for a Foreign Air Carrier Permit and corresponding

exemption authorizing it to exercise the full air transport rights available to EU Member

State air carriers pursuant to the Air Transport Agreement between the United States

and the European Union and its Member States, and such other and further relief as the Department deems appropriate.

Respectfully submitted,

Mark W. Atwood Kathryn Sobotta Cozen O'Connor

1200 19th Street NW Washington, D.C. 20036 Telephone (202) 463-2513

E-mail: matwood@cozen.com

Counsel for

AIR ATLANTA EUROPE LIMITED

Dated: October 6, 2021

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing Application of Air Atlanta Europe Limited for a Foreign Air Carrier Permit and Exemption by electronic mail upon the following:

ABX Air/Air Transport Int'l: rsilverberg@sgbdc.com

jjohnson@sgbdc.com

American Airlines: robert.wirick@aa.com

john.b.williams@aa.com

Amerijet Int'l: IAndion@amerijet.com
Atlas Air/Southern Air: rpommer@atlasair.com
Centurion/Skylease: john@mietuslaw.com
Delta Air Lines: alex.krulic@delta.com

chris.walker@delta.com steven.seiden@delta.com

Federal Express: ssprosse@fedex.com

cefelts@fedex.com sllunsford@fedex.com sharon.pasley@fedex.com

Kalitta Air: psanderlin@kalittaair.com

nwallace@wallaceair.com

Polar Air Cargo: kevin.montgomery@polaraircargo.com

United Airlines: abried@jenner.com

dan.weiss@united.com

steve.morrissey@united.com
UPS: anita.mosner@hklaw.com

jennifer.nowak@hklaw.com

FAA: ricardo.domingo@faa.gov

Dawn M. Pefley

Dated: October 6, 2021

Reference: CAD/MT-65

Date of issue: 30 September, 2021

OPERATING LICENCE

1. The Director General for Civil Aviation, pursuant to the provisions of Regulation (EC) No. 1008/2008 on common rules for the operation of air services in the Community, and being the competent authority for the granting of the Operating Licences under Section 7 of the Civil Aviation Act 1972 (Chapter 232 of the Laws of Malta) and Article 14 of the Authority for Transport in Malta Act (Chapter 499 of the Laws of Malta) hereby grants an Air Operating Licence to:

Air Atlanta Europe Ltd
Vision Exchange
Territorials Street
Zone 1
Central Business District CBD1070
Birkirkara
Malta

- 2. This Operating Licence enables the holder to operate air services within the geographical limitations specified in the company's Air Operating Certificate.
- 3. The licence holder shall operate aircraft registered in Malta and/or the European Economic Area and Switzerland, which are either owned by him or which have been acquired by the licence holder under charter, lease or sub-lease, hire purchase and/or similar arrangements, and which are specified in the licence holder's Air Operator's Certificate.
- 4. The licence holder shall take out to the satisfaction of the Director General for Civil Aviation, an adequate insurance policy against any liability which may be incurred by the Company, in respect of the death or of bodily injury to any person including passengers, or the damage to any property cause by or arising from the use of aircraft.
- 5. The licence holder shall notify the Director General for Civil Aviation within fourteen days of any change in the ownership of any single shareholding that represents 10% or more of the total shareholding of the air transport undertaking or its holding company.
- 6. Subject to paragraph 6 of Section 7 of the Civil Aviation Act, 1972 this Operating Licence shall remain in force until revoked or suspended by the Director of Civil Aviation.

Captain Charles Pace

Director General for Civil Aviation







AIR OPERATOR CERTIFICATE (Approval schedule for air transport operators) Types of Operation: Commercial air transport (CAT) □ Passengers; ⊠ Cargo; Other: REPUBLIC OF MALTA **Transport Malta Civil Aviation Directorate** AOC #: MT-65 Air Atlanta Europe Ltd **Operational Points of Contact** Vision Exchange Contact details at which Operational Management can be **Territorials Street, Zone 1** contacted without undue delay Central Business District, CBD1070 are listed in the Operations Birkirkara Specifications. Malta **Business Telephone: + 356 27040292** Email: info@airatlantaeurope.com This certificate certifies that Air Atlanta Europe Ltd is authorised to perform commercial air operations, as defined in the attached operations specifications, in accordance with the operations manual, Annex V to Regulation (EU) 2018/1139 and its Implementing acts. Date of issue: Name: Capt. Charles Pace Title: Director General for Civil Aviation 30-09-2021 Signature:

EASA FORM 138 Issue 2

CERTIFIED TRUE COPY

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TRANSPORT MALTA CIVIL AVIATION DIRECTORATE AIR OPERATOR CERTIFICATE No. MT-65

Air Atlanta Europe Ltd

General Conditions

This certificate is granted subject to the following conditions:

- 1. A person authorised by the Director General for Civil Aviation shall have access to any premises in the occupation or control of the holder of this certificate for the purpose of examining the premises and any document, equipment, tools, material or other things of whatsoever nature, relating to the operation of aircraft hereunder kept or used or intended to be used in connection with the operation of the aircraft.
- 2. A person authorised by the Director General for Civil Aviation shall be permitted at any time to board and fly in any aircraft operated under this certificate, and to enter and remain on the flight deck; provided that the Commander of the aircraft may refuse access to the flight deck if, in his opinion, the safety of the aircraft would thereby be endangered.
- A person authorised by the Director General for Civil Aviation shall be permitted to board and fly in any aircraft in which any person is given a periodical test by or on behalf of the holder of this certificate.
- 4. The holder of this certificate shall furnish to the Director General for Civil Aviation for examination a copy of every operations manual, maintenance management exposition and of all other written instructions in force concerning the operation of the aircraft under this certification and submit any changes for examination.
- 5. Every flight under this certificate shall be conducted in accordance with the provisions of the Company Operations Manual and instructions.
- 6. The Operator shall, within a reasonable time after being requested to do so by a person appointed by the Director General for Civil Aviation, produce any document required to be stored in accordance with ORO.MLR.115 and shall permit an authorised person to inspect and copy any such document.
- 7. The holder of this certificate shall give to the Director General for Civil Aviation not less than 20 days' notice in writing of any intended change in the nominated person or in their duties.
- 8. The holder of this certificate shall give to the Director General for Civil Aviation immediate notice, in writing, if the Company goes into liquidation, or is placed into receivership or administration.
- 9. The certificate shall remain valid subject to:
 - i. The holder remaining in compliance with the relevant requirements of Regulation (EU) 2018/1139 and its Implementing Acts, taking into account the provisions related to the handling of findings as specified under ORO.GEN.150;
 - ii. Transport Malta Civil Aviation Directorate (TM CAD) being granted access to the holder as defined in ORO.GEN.140 to determine continued compliance with the relevant requirements of Regulation (EU) 2018/1139 and its Implementing Acts; and
 - iii. The certificate not being surrendered or revoked.
- 10. The certificate may be suspended under the provisions of Chapter 218 of the Laws of Malta.
- 11. Upon suspension, revocation or surrender the certificate shall be returned to TM CAD without delay.

Signature:

Name:

Capt. Charles Pace

Title:

Director General for Civil Aviation

Date:

30-09-2021

EASA FORM 138 Issue 2

Page 2 of 2

TRUE COPY



Transport Malta

THIS CERTIFICATE CANCELS AND REPLACES ANY PREDATED CERTIFICATE (OST FORM) ISSUED ON BEHALF OF THE INSURED NAMED BELOW.

Reference: C20/AAIC/006

Office of the Secretary of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7th St., SW, Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 2-28-2011

FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, Air Transportation Div., AFS-260, 800 Independence Ave., S.W., Washington, D.C. 20591. (See **EXCEPTION** below.) EXCEPTION: If Section 2.A. is filled in because the insured is a Canadian Charter Air Taxi Operator, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7th Street, SW, Washington, D.C. 20590 (Please type information, except signatures.) CERTAIN LLOYD'S UNDERWRITERS AND VARIOUS INSURANCE COMPANIES VIA JLT SPECIALTY LIMITED (AS BROKERS) THIS CERTIFIES THAT: (Name of Insurer) has issued a policy or policies of Aircraft Liability Insurance to FLUGFELAGID ATLANTA EHF., doing business as AIR ATLANTA ICELANDIC ("AAI") and/or AIR ATLANTA EUROPE LTD and/or associated and/or subsidiary and/or affiliated companies. Avion House, Hlidasmari 3, 201 Kopavogur Reykjavik, Iceland **FAA Certificate Number** (Name, address and FAA Certificate number of Insured Foreign Air Carrier) **31 DECEMBER 2020** until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation. Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable. 1. The Insurer (Check one) is licensed to issue aircraft insurance policies in the United States: \times VARIOUS COUNTRIES to issue aircraft insurance policies, or is licensed or approved by the government of is an approved surplus line insurer in the State(s) of The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the 2. following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined 49 U.S.C. 40102. (Complete applicable section A, B, or C below): A. CANADIAN CHARTER AIR TAXI OPERATIONS WITH PART 294 AUTHORITY ONLY The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or

less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds. (Complete separate or combined coverage as appropriate):

			Minimum Limit
Policy No.	Type of Liability	Each person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000*(See note)
	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft
Policy No.	Amount of Coverage		U.S. Dollars
r	Combined Coverage: Timinimums stated above Policy No. This Policy covers CARC	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability Passenger Bodily Injury Combined Coverage: This combined coverage is a single limit of liability for eminimums stated above for bodily injury (excluding passengers), property damage Policy No. Amount of Coverage This Policy covers CARGO operations only and excludes passenger liability insura	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability \$75,000 Passenger Bodily Injury \$75,000 Combined Coverage: This combined coverage is a single limit of liability for each occurrence aminimums stated above for bodily injury (excluding passengers), property damage, and passenger because of the property Damage o

B.	The a	IGN AIR CARRIERS OPE ircraft covered by this polic ity of 18,000 pounds or les	y are SMALL AIRCRAI	FT (i.e., with 60 or fewer pa			aximum payload	
		Separate Coverages:			_	Minimum Limit		
		Policy No.	7	Type of Liability		Each person	Each Occurrence	
				ury (Excluding Passengers ts) and Property Damage I		\$300,000	\$2,000,000	
			_ Passenger Bodily In	jury		\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft	
			for bodily injury (exclud	e is a single limit of liabili ing passengers), property f Coverage			least equal to the required dily injury. U.S. Dollars	
		This policy covers CARG	O operations <i>only</i> and	excludes passenger liabili	ty insuranc	e.		
C.	The a	IGN AIR CARRIERS OPE aircraft covered by this po- ity of more than 18,000 po Separate Coverages:	licy are LARGE AIRC	CRAFT (i.e., with more th		oriate):	with a maximum payload	
		Policy No.	7	ype of Liability		Each person	Each Occurrence	
				ury (Excluding Passengers ts) and Property Damage L		\$300,000	\$20,000,000	
	Passenger Bodily Injury					\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft	
	X	minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury					odily injury	
		Policy No. GE2000	020	Amount of Coverage	USD1,0	00,000,000 U.	S Dollars	
		This policy covers CARG	O operations <i>only</i> and	excludes passenger liabili	ty insuranc	e.		
3.	The	policy or policies listed in t	his certificate insure(s)	(<u>Check One</u>):	Mak	e and Model	FAA or Foreign Flag Registration No.	
		Operations conducted wo Operations conducted wo Operations with the follo	rith the following type	es of aircraft:				
Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205. GALLAGHER								
(Name of Insurer) (Name of Broker, if applicable)						rable)		
	THE WALBROOK BUILDING, 25 WALBROOK,						5 WALBROOK,	
(Address) (Address)								
		(City, State, Zip Code,	1	_		NDON EC4N 8A ity, State, Zip Code		
		(6.19, 6.11.6, 2.10 6616)		PAU		- AUTHORISED	,	
Сог	ntact (pers	on who can verify the effective	ness of the coverage)		(Officer or	authorized repres		
(Area	Code, Ph	none Number) (Al	rea Code, FAX Number)	(Area Code, F		020-7466 6806 er) (A	rea Code, FAX Number)	
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		(Signature, if applicable	9)		04.	(Signature)		
		(Date)		_	311	DECEMBER, 20 (Date)	<u> </u>	



U.S. Department of Transportation

Docket OST 95-236

Office of the Secretary of Transportation

AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.'

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain

[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

- 3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]
- 4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

Any Carrier party hereto may withdraw from t	his Agreement by giving twe	elve (12) months	written notice of withdrawal to DO
and the other Carriers parties to the Agreement.	(Signature and Date)	3 11	X . 4
·	(Signature and Date)	Daldun	J. When son

*Either alternative may be used.

(Printed Name and Title)

(Name and Address of Carrier)

OST Form 4523 (Formerly CAB Form 263)

Rusiness Centre 115 A, Level